ful deprivation of this right by a defendant or by an effective conspiracy of several defendants who deprive him thereof. Wiley *v.* Sinkler, 179 U. S. 58, 62, 63, 64, 21 Sup. Ct. 17, 45 L. Ed. 84; Swafford *v.* Templeton, 185 U. S. 487, 491, 492, 22 Sup. Ct. 783, 46 L. Ed. 1005. In the eyes of the law this right is so valuable that damages are presumed from the wrongful deprivation of it without evidence of actual loss of money, property, or any other valuable thing, and the amount of the damages is a question peculiarly appropriate for the determination of the jury, because each member of the jury has personal knowledge of the value of the right. Scott *v.* Donald, 165 U. S. 89, 17 Sup. Ct. 265, 41 L. Ed. 632; Wiley *v.* Sinkler, 179 U. S. 58, 65, 21 Sup. Ct. 17, 45 L. Ed. 84. * * * The suggestion of counsel for the defendants that the federal court has no jurisdiction over these actions because the plaintiffs produced no direct testimony that they wanted or intended to vote at this election for candidate for United States Senator, or for a candidate for Congressman, while they proved that they were deeply interested in the election of a candidate for a justice of the peace, is insignificant and negligible. They pleaded in their complaint that they were deprived of their right to vote for a candidate for United States Senator and for a candidate for Congressman by the conspiracy of these defendants which they alleged and the attainment of its object. They proved to the satisfaction of the jury that they were deprived of their right to vote for any one at this election by the conspiracy and the attainment of its object, and as the whole is greater than any of its parts and includes all of them, they proved that they were deprived of their rights to vote for a candidate for United States Senator and for a candidate for Congressman, and that constitutes proof of a cause of action over which the federal court has jurisdiction."

Sales—Manufacturer's Liability for Negligent Sale of Air Rifle.—In Herman *v.* Markham Air Rifle Co., 258 Fed. 475, the U. S. District Court for the Eastern District of Michigan held that a manufacturer, failing to make proper inspection before selling a loaded air rifle discharged at a retailer's employee by a prospective customer of the retailer buying it from a wholesaler without knowledge of its condition, is liable for the injury, although there is no privity of contract between the person injured and the manufacturer.

The court said: "It is urged by the defendant that, conceding that it was guilty of negligence as alleged, such negligence was not the proximate cause of the injury sustained by plaintiff. It is insisted that the act of the person who handled the air rifle, in causing it to be discharged at the plaintiff, was such an independent and intervening cause as to be the proximate cause of the injury, so

that the origina negligence, if any, of the defendant, became the remote cause of such injury.

"I can not agree with this contention. I think it clear that the circumstances surrounding the discharge of this weapon, and the consequent injury to the plaintiff, were what an ordinarily prudent person would and should expect to follow as a consequence of the act of placing upon the market this loaded gun. I am satisfied that the inflicting of this injury upon the plaintiff by the person mentioned, under the circumstances shown, was the natural and probable result of the negligence of the defendant, assuming that its acts in the premises constituted negligence. The mere fact that the act of the defendant did not directly and immediately cause this injury does not, of course, render such act any the less the proximate cause of such injury. It has been well settled, from the time of the famous 'Lighted Squib' case down to the present day, that one who by his negligent act puts into operation a train of events which is likely to lead, in a continuous sequence, to an injury which is the natural and probable result of his original act, so that there is a natural causal connection between the two, is responsible for such injury, notwithstanding the fact that the latter may have been directly and immediately caused by the last link in this natural chain of events. Milwaukee & St. Paul Railroad Co. *v.* Kellogg, 94 U. S. 469, 24 L. Ed. 256; Aetna Insurance Co. *v.* Boon, 95 U. S. 117, 24 L. Ed. 395; The Joseph B. Thomas, 86 Fed. 658, 30 C. C. A. 333, 46 L. R. A. 58; Teis *v.* Smuggler Mining Co., 158 Fed. 260, 85 C. C. A. 478, 15 L. R. A. (N. S.), 893; City of Winina *v.* Botzet, 169 Fed. 321, 94 C. C. A. 563, 23 L. R. A. (N. S.), 204. If, therefore, the defendant was guilty of negligence in shipping this loaded air rifle under the circumstances alleged, the act of this person in discharging the rifle at the plaintiff was only incidental to, and the natural and probable result of, such negligence, which was the proximate cause of the injury resulting.

"Nor is the situation affected by the fact, if, as strenuously insited by defendant, it be a fact, that the person actually discharging the rifle in question was also guilty of negligence in pulling the trigger without ascertaining whether the rifle was loaded, or in pointing it toward the plaintiff.

"At most, such negligence would be merely a concurring cause of the injury, co-operating with the negligence of the defendant to produce it, and would not relieve defendant from liability therefor. Grand Trunk Railway Co. *v.* Cummings, 106 U. S. 700, 1 Sup. Ct. 493, 27 L. Ed. 266; Memphis Consolidated Gas & Electric Co. *v.* Creighton, 183 Fed. 552, 106 C. C. A. 98; Wells Fargo & Co. *v.* Zimmer, 186 Fed. 130, 108 C. C. A. 242; Pacific Telephone & Telegraph Co. *v.* Hoffman, 208 Fed. 221, 125 C. C. A. 421.

"Finally, it is contended by defendant that, as there was no priv-

ity of contract between it and the plaintiff, it owed the latter no duty of care in connection with the sale of this air rifle, and that consequently it can not be held responsible to the plaintiff for the injury suffered by her. If the article sold by the defendant were an ordinary commodity of merchandise not essentially dangerous to the safety of the user thereof, there would be much force in this contention. This loaded air rifle, however, sold by the defendant under the circumstances disclosed, was an article inherently and imminently dangerous to human safety, as the result of its sale in this case conclusively shows; and it is well settled that the manufacturer or vendor of an article of this dangerous character is not relieved from liability for injury resulting from its negligence in connection with the preparation or sale of such article by the fact that there was no privity of contract between it and the person so injured, but in such a case defendant is liable for any injury caused by such negligence, subject of course, to the rules of law applicable to negligence, contributory negligence, and proximate cause. National Savings Bank *v.* Ward, 100 U. S. 195, 25 L. Ed. 621; Huset *v.* J. I. Case Threshing Machine Co., 120 Fed. 865, 57 C. C. A. 237, 61 L. R. A. 303; Marquardt *v.* Ball Engine Co., 122 Fed. 374, 58 C. C. A. 462; Riggs *v.* Standard Oil Co. (C. C.), 130 Fed. 199; Standard Oil Co. *v.* Parrish, 145 Fed. 829, 76 C. C. A. 405; Keep *v.* National Tube Co. (C. C.), 154 Fed. 121; Cadillac Motor Car Co. *v.* Johnson, 221 Fed. 801, 137 C. C. A. 279, L. R. A. 1915E, 287, Ann. Cas. 1917E, 581; Ketterer *v.* Armour & Co., 247 Fed. 921, 160 C. C. A. 111, L. R. A. 1918D, 798."